

In the Drawings:

Please replace drawings sheet 3 containing Figures 3 and 4. Enclosed herewith is a drawing amendment showing the second portion being shown as reference numeral "44" in Figure 3.

A separate "Request for Drawing Amendment" is filed herewith.

I. REMARKS

A. Drawing Objections Under 35 U.S.C. § 1.84(p)(4)

The drawings were objected to as failing to comply with 37 CFR § 1.84(p)(4) because reference character “42” was shown twice on Figure 3 and reference number “56” did not appear in the drawings at all. Enclosed herewith is a drawing amendment showing the second portion being shown as reference numeral “44.” Reference numeral “56” appears to have been on the drawings. Upon receiving a Notice of Allowance, formal drawings will be submitted.

B. Claim Rejections Under 35 U.S.C. § 102

Claims 1-9 were rejected under 35 U.S.C. § 102(b) as being anticipated by either U.S. Patent No. 2,460,343 to Foster (hereinafter “Foster”) or WO 90/08708 (hereinafter “’708”). Applicant respectfully traverses these rejections. In order for a rejection under 35 U.S.C. § 102(b) to be proper, all claim limitations must be taught by a single reference. Based upon the remarks below, Applicant respectfully contends that the present invention is patentably distinct from the cited references.

Claim 1

Claim 1 has been amended in the preamble to recite that the liner is adapted to store unvulcanized elastomeric materials. The Examiner remarked that “for storing unvulcanized elastomeric materials” was only intended use and cannot be considered as a distinguishing limitation. Applicant contends that the phrase “adapted to store unvulcanized elastomeric materials” makes the limitation structural, and it is distinguishable over the cited art. Claim 1 has also been amended to state that the first portion has a length and that the second portion has a length, “wherein the first portion length is less than the second portion length, wherein the associated unvulcanized materials tend to stick to the first portion of the liner at a first propensity for sticking, and the associated unvulcanized materials tend to stick to the second portion of the liner at a second propensity for sticking, the second propensity for sticking being greater than the first propensity for sticking.” These amendments find support in the specification on page 5, lines 9-12. Further, these other limitations come from dependent claims 2 and 3, which have

been cancelled. Applicant contends that none of the references teach a liner adapted to store a unvulcanized elastomeric materials where the first portion has a length and a second portion has a length where the first portion length is less than the second portion length. The first portion has a lower propensity for sticking compared to the second portion of the liner.

With respect to the references, the Foster reference teaches that the cover cloth 3 may be of any desired fabric material, such as cotton. See column 1, lines 47-48. Examination of Figure 2 of Foster clearly shows that the length of the cotton cover cloth is longer than the binder 2. As stated in the specification, it is important that the cotton portion be less than the length of the second portion in order to have cost savings for the invention. The specification specifically states that making a liner only of cotton is extremely expensive. As such, Foster does not teach the claim limitations found in amended claim 1. Further, it is proffered that Foster cannot be used in any 103 rejection for obviousness because it teaches that the cotton portion should be longer than the binder portion. The opposite is true in the present invention.

In the '708 reference, this also does not teach the use of a liner adapted to store unvulcanized elastomeric materials. Further, the packaging material is fabricated from gas-permeable material and a film band of transparent material. The gas-permeable material is best to be analogized to the cotton, if applicable. The gas-permeable material is shown by reference numeral 2 and the polymer film is shown by reference numeral 3. As such, it can therefore be deduced that the polymer material would have a greater propensity for sticking. Again, as shown in the drawings, the gas-permeable material has a greater length than the polymer material 3. As such, the '708 reference does not teach all of the claim limitations necessary for claim 1. Based upon the foregoing, because all of the limitations of claim 1 are not taught or even suggested by the cited references, Applicant respectfully contends that claim 1 is in condition for allowance.

Claim 4

Claim 4 is dependent upon claim 1. As such, all the arguments made for claim 1 are equally applicable and are incorporated herein by reference. Further, claim 4 has been amended to recite that the first portion is cotton and the second portion is polyester. This combination is not specifically taught or suggested by the cited references.

Claim 5

Claim 5 has depends upon claim 4 and ultimately upon claim 1. As such, the arguments for claim 1 are equally applicable herein and are incorporated herein by reference. Claim 5 has further been amended to state that the line is formed by sewing the first portion to the second portion. This finds support in the subject application on page 4, lines 20-22. Applicant respectfully contends that Foster teaches away from this limitation because it uses fasteners to join the binder to the cover cloth. As such, it is not a permanent attachment. Further, the '708 reference utilizes glue, which possibly may not adequately attach the cotton to the polymer. Based upon the foregoing, Applicant respectfully contends that claim 5 is in condition for allowance.

Claim 6

Claim 6 depends indirectly upon claim 1. As such, the arguments made for claim 1 are equally applicable and are incorporated herein by reference.

Claim 7

Claim 7 has been amended in similar fashion as claim 1. As such, the arguments made for claim 1 are equally applicable and are incorporated herein by reference.

New Claims

Claims 16-18 have been added. Claim 16 recites that first material is cotton. Claim 17 recites that the second material is polyester. Claim 18 recites that the first end of the second liner is sewn to the second end of the first liner. These claim amendments have already been discussed above. Applicant respectfully contends that these new claims further distinguish the present invention over the cited art.

C. Amendment to Specification

The paragraph on page 5, line 9 has been amended to correct the words "link 62" to "length 62."

II. CONCLUSION

In response to the Office Action dated February 15, 2005, claims 2, 3, and 8-15 were cancelled, and claims 16-18 were added. Claims 1, 4, 5, and 7 have been amended pursuant to 37 C.F.R. 1.121. It is believed these amendments have placed the amended claims in conformance with the requirements of the Office Action. At this point, applicant believes that the claims remaining in the case distinguish over the art cited and comply with the requirements of 35 U.S.C. §102, §103, and §112. As such, allowance of the claims is respectfully requested.

Respectfully submitted,

BROUSE MCDOWELL

5-16-05
Date

Telephone No.: (330) 535-5711
Fax No.: (330) 253-8601

Heather M. Barnes
Heather M. Barnes, Esq.
Reg. No. 44,022

Customer #26781